

EXHIBIT D

Zsolt Herczegh

London, UK

February 12, 2014

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1 UNITED STATES DISTRICT COURT
2 SOUTHERN DISTRICT OF NEW YORK
3 U.S. SECURITIES AND EXCHANGE :
4 COMMISSION, :
5 Plaintiff, :
6 vs. : No.11 Civ.9645
7 ELEK STRAUB, : (RJS)
8 ANDRÁS BALOGH, and :
9 TAMÁS MORVAI, :
10 Defendants. :
11

12 VIDEOTAPED DEPOSITION UPON ORAL EXAMINATION
13 OF
14 ZSOLT HERCZEGH

15 on

16 Wednesday, February 12, 2014
17 commencing at 9.59 a.m.

18 Taken at:
19 Nabarro LLP
20 Lacon House
21 84 Theobald's Road
22 London, WC1X 8RW
23 United Kingdom

24 Reported by: Thelma Harries, MBIVR, ACR
25

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<p>1 Hungarian, could you just read it out --</p> <p>2 A Yes.</p> <p>3 Q -- loud, please?</p> <p>4 A The Hungarian says "egyes szerződéses</p> <p>5 feltételekről". In English it is "certain</p> <p>6 contractual conditions". So this should read, this</p> <p>7 sentence, like, "could certain terms of the</p> <p>8 contractual conditions be settled by phone" and not</p> <p>9 "the first".</p> <p>10 Q Okay. So let's go back to the e-mail</p> <p>11 at the centre of the page, on the second page, from</p> <p>12 Mr. Balogh to you with a copy to Mr. Kisjuhász and</p> <p>13 Mr. Dankó dated July 5th, 2005, at 10:20 a.m.</p> <p>14 Is that an e-mail that -- that you</p> <p>15 received from Mr. Balogh at about -- at about that</p> <p>16 date and time?</p> <p>17 A Yes.</p> <p>18 Q And is that forwarding an e-mail from</p> <p>19 Mr. Szendrei to Mr. Balogh dated July 4th, 2005?</p> <p>20 A Yes.</p> <p>21 Q Okay. And moving up to the top of</p> <p>22 the page, the e-mail says it's from Dr. Zsolt</p> <p>23 Herczegh addressed to Mr. András Balogh dated July</p> <p>24 5th, 2005, 10:05.</p> <p>25 Is that an e-mail that you sent to</p>	<p>1 Mr. Balogh after receiving that e-mail, thanking</p> <p>2 Mr. Balogh for the material, but the time is 10:05.</p> <p>3 I can follow up on cross, if you</p> <p>4 want.</p> <p>5 BY MR. DODGE:</p> <p>6 Q Mr. Herczegh, do you see the time</p> <p>7 references that Mr. Sullivan just referred to?</p> <p>8 A I see the time reference.</p> <p>9 Q Do you have any understanding as to</p> <p>10 how that -- how the timing of those two e-mails</p> <p>11 relate to one another?</p> <p>12 A No, I don't know why there is</p> <p>13 a difference in the timing.</p> <p>14 Q Okay. So on the page, the e-mail</p> <p>15 that -- that you sent in response, appears to have</p> <p>16 an earlier time than the e-mail you were responding</p> <p>17 to. Is that the way you see it?</p> <p>18 A Based on this paper, yes. However,</p> <p>19 there could be technical details which I'm not able</p> <p>20 to explain.</p> <p>21 Q Okay. So do you have any firsthand</p> <p>22 knowledge of how Magyar Telekom's computer system</p> <p>23 applied date and time stamps to -- to e-mails?</p> <p>24 A No. It's too technical.</p> <p>25 Q Okay. Do you have a general</p>
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<p>1 Mr. Balogh at about 10:05 on July 5th, 2005?</p> <p>2 A Yes.</p> <p>3 Q And you describe the question that</p> <p>4 you were asking Mr. Balogh.</p> <p>5 Did you have conversations with</p> <p>6 Mr. Balogh following sending him this e-mail?</p> <p>7 A Yes.</p> <p>8 Q Tell me about that conversation or</p> <p>9 those conversations?</p> <p>10 A As I recall, it was a phone</p> <p>11 conversation -- a phone conversation, and we</p> <p>12 discussed by phone how to finalise the draft</p> <p>13 agreement by putting into the specific details.</p> <p>14 Q Was Mr. Balogh providing you the</p> <p>15 specific details to put into the agreement?</p> <p>16 A Yes.</p> <p>17 Q And do you recall what specific</p> <p>18 details he provided to you?</p> <p>19 A By now I don't have a memory on this;</p> <p>20 on the details.</p> <p>21 MR. SULLIVAN: I'll just note for the</p> <p>22 record again, in connection with the e-mail chain,</p> <p>23 Bob, it looks like there was an e-mail sent by</p> <p>24 Mr. Balogh to Mr. Herczegh at 10:20, 5.7.2005, and,</p> <p>25 according to the testimony, he responded to</p>	<p>1 recollection as to the sequence of the e-mails?</p> <p>2 Which one came first and which one came second?</p> <p>3 A The sequence in this printed version</p> <p>4 is accurate.</p> <p>5 Q Okay. So when you say that, do you</p> <p>6 mean to say that the e-mail with the time stamp of</p> <p>7 10:05 was sent after the e-mail with the time stamp</p> <p>8 10:20?</p> <p>9 A Yes.</p> <p>10 Q Is that right?</p> <p>11 And do you have a recollection as to</p> <p>12 whether the dates, July 5th, 2005, on both e-mails,</p> <p>13 whether that appears to be consistent with your</p> <p>14 memory?</p> <p>15 A Yes, it's consistent with my memory.</p> <p>16 MR. DODGE: I'm handing you a</p> <p>17 document that's been marked Exhibit 96.</p> <p>18 Exhibit 96 is a 2-page document Bates</p> <p>19 number MT-MAK 1052083, the second page number</p> <p>20 1052083-T. The first page is an e-mail written in</p> <p>21 Hungarian dated July 5th, 2005, 5:19 a.m. from</p> <p>22 András Balogh to Zsolt Herczegh. The second page</p> <p>23 appears to be an English language translation of</p> <p>24 the first page.</p> <p>25</p>

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<p>1 this, if the signing party is StoneBridge.</p> <p>2 Q So, in other words, is it correct</p> <p>3 that you double-checked to see whether the board of</p> <p>4 directors of StoneBridge would have to approve</p> <p>5 these two agreements?</p> <p>6 A Yes. It refers to a double-check,</p> <p>7 yes.</p> <p>8 Q You note in your e-mail that Zoltán</p> <p>9 Kisjuhász, the Chief Executive Officer of</p> <p>10 StoneBridge. Do you see that?</p> <p>11 A Yes.</p> <p>12 Q Did you discuss these agreements with</p> <p>13 Mr. Kisjuhász?</p> <p>14 A As I recall, yes.</p> <p>15 Q And what do you recall from those</p> <p>16 discussions?</p> <p>17 A I do not have specific memory or</p> <p>18 recollection on this but, as I recall, I informed</p> <p>19 him that there is a change in the contracting</p> <p>20 parties, and he, at that time or around that time,</p> <p>21 CEO of that company, would be the signing party.</p> <p>22 Q What did Mr. Kisjuhász say to you, if</p> <p>23 anything?</p> <p>24 A I don't have a specific recollection</p> <p>25 on this.</p>	<p>1 see that?</p> <p>2 A I see that.</p> <p>3 Q And did you put that date in for the</p> <p>4 same reason?</p> <p>5 A Yes.</p> <p>6 Q Your e-mail on Exhibit 54 was sent to</p> <p>7 -- you sent it to Mr. Balogh, Mr. Morvai and</p> <p>8 Mr. Dankó.</p> <p>9 Did you have any discussions with any</p> <p>10 of those individuals about the dating of these</p> <p>11 documents.</p> <p>12 A My general recollection is that, that</p> <p>13 I raised the issue of dating to Mr. Dankó.</p> <p>14 Q And is this the conversation that you</p> <p>15 referred to earlier in your testimony?</p> <p>16 A Yes.</p> <p>17 Q And thinking back on your earlier</p> <p>18 testimony on that subject, is there any more detail</p> <p>19 that you didn't give us earlier that you can give</p> <p>20 us now?</p> <p>21 A No.</p> <p>22 Q Did you ever have any discussions</p> <p>23 with Mr. Balogh about the dating of these</p> <p>24 contracts?</p> <p>25 A I don't recall that.</p>
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<p>1 Q When did that conversation take</p> <p>2 place?</p> <p>3 A On or about 31st August, 2005.</p> <p>4 Q If you look at the first page of the</p> <p>5 labour law agreement, which is Bates number MT-MAK</p> <p>6 1010430, the document says "concluded on June 1st,</p> <p>7 2005", do you see that?</p> <p>8 A Yes.</p> <p>9 Q If -- now, this is a document that</p> <p>10 you prepared on -- on or about August 31st, 2005 --</p> <p>11 A Yes.</p> <p>12 Q -- is that right?</p> <p>13 If you prepared it on August 31st,</p> <p>14 2005, why did you put the date June 1st, 2005?</p> <p>15 A As I recall, I received instruction</p> <p>16 for that date.</p> <p>17 Q From whom?</p> <p>18 A Most probably from Mr. Ferenc</p> <p>19 Vaczlavik.</p> <p>20 Q Did you have any understanding as to</p> <p>21 why that date should be chosen?</p> <p>22 A No.</p> <p>23 Q Now, the same thing for the second</p> <p>24 agreement. It's on page 1010439. It has the same</p> <p>25 -- it's concluded on June 1st, 2005, date. Do you</p>	<p>1 Q Did you ever have -- ever have any</p> <p>2 discussions with Mr. Morvai about the dating of</p> <p>3 these contracts?</p> <p>4 A No.</p> <p>5 Q Did you ever have any conversations</p> <p>6 with Mr. Straub, Elek Straub, about the dating of</p> <p>7 these contracts?</p> <p>8 A No.</p> <p>9 Q Was -- what was -- what was</p> <p>10 StoneBridge?</p> <p>11 A My general understanding was that</p> <p>12 StoneBridge is a holding company with a registered</p> <p>13 office in Macedonia. By that time, August 2005, it</p> <p>14 was 100 per cent owned subsidiary of Magyar</p> <p>15 Telekom.</p> <p>16 Earlier there were three shareholders</p> <p>17 in that company, but the other two co-shareholders</p> <p>18 were both out by Magyar Telekom as part of share</p> <p>19 purchase transactions.</p> <p>20 Q You said -- you referred to</p> <p>21 StoneBridge as a -- as a holding company. Do you</p> <p>22 know whether Mr. -- whether Stone -- whether</p> <p>23 StoneBridge had any telecommunications operations</p> <p>24 in Macedonia?</p> <p>25 A I don't have specific information on</p>

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<p>1 Mr. Balogh, primarily by e-mail, is that right?</p> <p>2 A By e-mail and, as I recall, there</p> <p>3 were one or two phone calls.</p> <p>4 Q But in your telephone conversations</p> <p>5 with -- that you just referenced, you never</p> <p>6 specifically discussed, or even generally</p> <p>7 discussed, Mr. Balogh's negotiations or</p> <p>8 interactions with regard to putting the consultancy</p> <p>9 agreements together with counterparties, is that</p> <p>10 right?</p> <p>11 MR. DODGE: Objection. Form.</p> <p>12 MR. SULLIVAN: I'm happy to rephrase</p> <p>13 it.</p> <p>14 BY MR. SULLIVAN:</p> <p>15 Q In those conversations --</p> <p>16 A Yes, please.</p> <p>17 Q -- did you ever discuss with</p> <p>18 Mr. Balogh his negotiations with the parties to the</p> <p>19 consultancy agreements, as opposed to what the</p> <p>20 agreements would contain?</p> <p>21 A My general recollection, from that</p> <p>22 time, that he was the one who discussed with</p> <p>23 Mr. Kefaloyannis. That's how I can answer your</p> <p>24 question.</p> <p>25 Q Right. And you never discussed with</p>	<p>1 Q Now, just so that I'm clear, you</p> <p>2 played no role in the Magyar Telekom internal</p> <p>3 investigation, correct?</p> <p>4 A I had certain coordination efforts</p> <p>5 throughout the internal investigation at Magyar</p> <p>6 Telekom starting from 2006.</p> <p>7 Q Didn't those coordination efforts</p> <p>8 primarily relate to helping people obtain counsel</p> <p>9 in connection with the internal investigation?</p> <p>10 A I can provide you a general answer</p> <p>11 without going to too much details, not to breach</p> <p>12 any kind of privilege related --</p> <p>13 Q I understand.</p> <p>14 A -- issues. But the answer in</p> <p>15 general, yes.</p> <p>16 Q And in that regard -- and I won't go</p> <p>17 beyond this limited question.</p> <p>18 In that regard did you have any role</p> <p>19 in regard to my client and his retention of me or</p> <p>20 my firm as counsel?</p> <p>21 A Yes.</p> <p>22 Q And what was that?</p> <p>23 A My general recollection is that, as</p> <p>24 the internal investigation started, White & Case,</p> <p>25 the law firm engaged with the internal</p>
<p>1 him what he discussed with Mr. Kefaloyannis with</p> <p>2 regard to negotiating the consultancy agreements?</p> <p>3 A No.</p> <p>4 MR. DODGE: Objection. Form.</p> <p>5 BY MR. SULLIVAN:</p> <p>6 Q That's fine. You can answer.</p> <p>7 A My answer is, no, I don't know the</p> <p>8 background details.</p> <p>9 Q Okay. You never attended Magyar</p> <p>10 Telekom board of director meetings where these</p> <p>11 negotiations might have been discussed, right?</p> <p>12 A I didn't attend to Magyar Telekom</p> <p>13 board meetings around that time.</p> <p>14 Q All right. And you never attended</p> <p>15 any negotiation sessions or management meetings</p> <p>16 where the consultancy agreements or their terms</p> <p>17 were discussed, correct?</p> <p>18 A No, I didn't attend to -- correct.</p> <p>19 I didn't have attend to top management meetings to</p> <p>20 discuss these term.</p> <p>21 Q Now, in fact, you basically weren't</p> <p>22 senior enough to personally discuss the negotiation</p> <p>23 aspects of these consultancy agreements with top</p> <p>24 Magyar Telekom executives, true?</p> <p>25 A True.</p>	<p>1 investigation, started to interview executives at</p> <p>2 the company, as well as the SEC also notified the</p> <p>3 company that it would like to interview certain top</p> <p>4 executives. And, based on the general negotiations</p> <p>5 with the company's law firm, Crowell & Moring, it</p> <p>6 was recommended that, to encourage the cooperation</p> <p>7 of these executives, the company retains US legal</p> <p>8 counsel for that purpose.</p> <p>9 My involvement generally was that to</p> <p>10 keep contact with Crowell & Moring on this, and</p> <p>11 keep also contact with the law firms or potential</p> <p>12 law firms for that purpose.</p> <p>13 Q Okay, thank you. Let me turn to the</p> <p>14 2001 acquisition by Magyar of MakTel.</p> <p>15 My understanding is that you don't</p> <p>16 have any information related to that acquisition</p> <p>17 because you weren't at the company during 2001, is</p> <p>18 that right?</p> <p>19 A That is right.</p> <p>20 Q All right. Let me move to the 2004</p> <p>21 buy-out of Cosmotelco shares.</p> <p>22 A Yes.</p> <p>23 Q You talk about that with Mr. Dodge</p> <p>24 earlier, right?</p> <p>25 A Yes.</p>

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<p>1 to and not according to a specific date. So 2 doesn't that suggest that task is elevated above 3 date?</p> <p>4 MR. DODGE: Objection. Form. 5 (Interruption)</p> <p>6 BY MR. SULLIVAN:</p> <p>7 Q If you're comfortable answering, you 8 can answer. You don't have to wait.</p> <p>9 A That section suggests -- suggests 10 that the completion itself is more important than 11 the date.</p> <p>12 Q Thank you. Okay, let's turn to 13 Exhibit 45. I want to draw your attention to page 14 2 of Exhibit 45. And particularly with regard to 15 page 2, do you see Section 2.4?</p> <p>16 A Yes.</p> <p>17 Q And 2.4 states, 18 "The Parties agree that it shall be 19 provided that nothing shall breach the provisions 20 of the United States Foreign Corrupt Practices 21 Act."</p> <p>22 Do you see that?</p> <p>23 A I see that.</p> <p>24 Q And do you understand that the FCPA 25 prohibits the bribery of foreign officials?</p>	<p>1 Q Okay, but all of the templates were 2 premised upon negotiations between the parties, 3 isn't that right?</p> <p>4 MR. DODGE: Objection. Lack of 5 foundation.</p> <p>6 BY MR. SULLIVAN:</p> <p>7 Q Well, let me just simply ask you 8 this.</p> <p>9 There were negotiations between 10 representatives of Magyar, including my client and 11 representatives of the other parties, whereby 12 provisions were -- resulted. Isn't that fair?</p> <p>13 MR. DODGE: Objection. This witness 14 has already testified that he wasn't involved with, 15 in or present for any of those negotiations.</p> <p>16 BY MR. SULLIVAN:</p> <p>17 Q Did you understand Mr. Balogh to be 18 a part of those negotiations?</p> <p>19 A My general understanding was that, 20 that he is one of the contact persons with respect 21 to the negotiations.</p> <p>22 Q And --</p> <p>23 A In which I was not involved.</p> <p>24 Q All right. And, Mr. Herczegh, you 25 didn't add the FCPA provision, right?</p>
<p style="text-align: center;">Page 159</p> <p>1 A At that time I was not aware of the 2 US Foreign Corrupt Practices Act. Later on 3 I understood the requirements under this Act.</p> <p>4 Q But it's fair to say that that 5 provision was inserted as a result of the 6 negotiations that ensued and, in fact, were led by 7 Mr. Balogh, isn't that right?</p> <p>8 MR. DODGE: Objection. Lack of 9 foundation.</p> <p>10 MR. SULLIVAN: If he knows.</p> <p>11 THE WITNESS: Let me refresh my 12 memory by reading these documents.</p> <p>13 BY MR. SULLIVAN:</p> <p>14 Q Certainly.</p> <p>15 A (Witness reviewed the document) If 16 we see Plaintiff's Exhibit Number 97, which is the 17 e-mail chain with Mr. Balogh, Mr. Kefaloyannis and 18 myself, there is an attachment, we already 19 discussed and covered in the previous section. And 20 it also has Section 2.4 on page 3, which also 21 contains the same reference of this Act.</p> <p>22 So I think the reason to having this 23 section in the signed version, discussed under 24 Plaintiff's Exhibit 45, is this. It's coming from 25 that template.</p>	<p style="text-align: center;">Page 161</p> <p>1 A No, I didn't add this provision. 2 I added by using the template I received; 3 template, the sample I received.</p> <p>4 Q Now, we've established earlier, 5 Mr. Herczegh, that you are a lawyer, correct?</p> <p>6 A Yes.</p> <p>7 Q And you understand that a contracts 8 date is when the contract has been established by 9 the contracting parties, correct?</p> <p>10 A Yes.</p> <p>11 Q You also understand that the date is 12 chosen to reflect the parties' intent and when 13 obligations begin, right?</p> <p>14 A Yes.</p> <p>15 (Witness continued to review the documents)</p> <p>16 Q Mr. Herczegh, can I have your 17 attention for these series of questions?</p> <p>18 A Yes.</p> <p>19 Q Thank you very much.</p> <p>20 All contracts are proper and 21 appropriate under Hungarian law, right?</p> <p>22 A Yes.</p> <p>23 Q Sometimes oral contracts are 24 memorialised with a subsequent written agreement, 25 correct?</p>

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<p>1 A Yes.</p> <p>2 Q Hadn't you, in fact, done that with</p> <p>3 other vendors? That is, accept services and then</p> <p>4 have a memorialisation or a relationship</p> <p>5 afterwards?</p> <p>6 A I didn't have experience at Magyar</p> <p>7 Telekom at that time in this aspect.</p> <p>8 Q Well, actually, at that time, while</p> <p>9 you were at Magyar, you received advice and</p> <p>10 counselling from lawyers, or at least one lawyer,</p> <p>11 before you actually had an engagement letter, isn't</p> <p>12 that right?</p> <p>13 A Can you rephrase the question,</p> <p>14 please?</p> <p>15 Q On at least one occasion you received</p> <p>16 legal advice from a lawyer without having an</p> <p>17 engagement letter which you subsequently executed</p> <p>18 later, isn't that right?</p> <p>19 A What do you mean on that? I don't</p> <p>20 understand the question, sorry.</p> <p>21 Q All right. My question is, sometimes</p> <p>22 people engage parties to work before they have</p> <p>23 a signed written agreement, and I've asked you if</p> <p>24 you've ever done that while at Magyar Telekom?</p> <p>25 A At that time in 2004?</p>	<p>1 (Exhibit Defendant's 2 marked for</p> <p>2 identification)</p> <p>3 BY MR. SULLIVAN:</p> <p>4 Q This is an e-mail chain -- if we</p> <p>5 start at the top --from Ballas Pelecanos &</p> <p>6 Associates. This is back in 2004, October 22nd,</p> <p>7 2004 to you.</p> <p>8 "Believe me I know 'hurry'.</p> <p>9 "Take care and have a wonderful</p> <p>10 weekend. Grace."</p> <p>11 Earlier you tell Grace,</p> <p>12 "Thanks for your e-mail. You are</p> <p>13 right, my e-mail was contradictory. Do not take</p> <p>14 further steps in this matter."</p> <p>15 She clarifies that below, "Do not</p> <p>16 take further steps".</p> <p>17 And at the beginning of the next</p> <p>18 page,</p> <p>19 "Thank you very much for your letter,</p> <p>20 Grace, and explanation. This is sufficient for us.</p> <p>21 "I did not find an engagement letter</p> <p>22 between your firm. I would be grateful if you</p> <p>23 could prepare a draft engagement letter between</p> <p>24 your firm and mine."</p> <p>25 And the earlier part of the e-mail</p>
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<p>1 Q Ever. I'll say ever?</p> <p>2 A I mean, that could be an example for</p> <p>3 that.</p> <p>4 Q Okay. And that actually was an</p> <p>5 example that specifically related to you, where you</p> <p>6 received advice from a lawyer, took it, and then</p> <p>7 asked to prepare an engagement letter later, right?</p> <p>8 A At that time I didn't engage, as an</p> <p>9 in-house counsel, outside counsel.</p> <p>10 Sorry if my answer is confusing.</p> <p>11 I just connected your question to 2004, October,</p> <p>12 but, by that time, Baker & McKenzie was already</p> <p>13 engaged for that purpose.</p> <p>14 But I must -- I would like to add</p> <p>15 that I can imagine a situation when parties start</p> <p>16 to work and include their oral agreement in</p> <p>17 a written form.</p> <p>18 Q And that they memorialise their</p> <p>19 understanding at a later time?</p> <p>20 A Yes.</p> <p>21 Q All right.</p> <p>22 MR. SULLIVAN: And, in fact, I'm</p> <p>23 going to show you Defendant's Exhibit 2 just to</p> <p>24 clarify my earlier questions.</p> <p>25</p>	<p>1 relates to the work and the information that she</p> <p>2 was giving you.</p> <p>3 So, in fact, does that clarify your</p> <p>4 recollection that with many people and many</p> <p>5 circumstances agreements are reached that are</p> <p>6 memorialised later?</p> <p>7 A Yes. Now I see your point. Sorry</p> <p>8 I -- I -- I didn't recognise or realise what you</p> <p>9 meant.</p> <p>10 This e-mail correspondence appears to</p> <p>11 be 2004 October transaction, as part of which I was</p> <p>12 requested, as I recall by Mr. Dankó, to make</p> <p>13 a quick company search, and that is why, just right</p> <p>14 before the signing of the agreement, just to check</p> <p>15 the contracting party. And, since it was a signing</p> <p>16 and closing, we have done this in a hurry and,</p> <p>17 first, I got the contact for a law firm to ask for</p> <p>18 quick assistance, and, as part of this job,</p> <p>19 I realised that there is no engagement -- no</p> <p>20 written engagement between MT and that law firm, so</p> <p>21 I referred that just to complete that one as well.</p> <p>22 So now I realise and recognise what</p> <p>23 you meant.</p> <p>24 Q Understood, and thank you for that</p> <p>25 clarification.</p>

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<p>1 So just to reiterate. Sometimes 2 people engage in agreements or associations and 3 memorialise them later, isn't that right?</p> <p>4 A Yes.</p> <p>5 Q Okay. Now, earlier I referenced 6 a statement about a contracts dates as being when 7 a contract has been established by the parties and 8 has chosen to reflect their parties and when 9 obligations begin. Do you remember that?</p> <p>10 A Earlier, you mean you asked today?</p> <p>11 Q Earlier I asked you -- yes, those 12 questions.</p> <p>13 Do you agree that a contracts date is 14 when the contract has been established by the 15 parties and it's chosen to reflect their intent and 16 when obligations begin?</p> <p>17 A If it reflects the intent, yes.</p> <p>18 Q Okay. Now, we've been through a lot 19 of different versions of the consultancy 20 agreements, correct?</p> <p>21 A Yes.</p> <p>22 Q All right. I just want to reference 23 the three final versions, Exhibit 45, 51 and 52. 24 To make it easy, I'm just going reference 25 Exhibit 45. Do you see Exhibit 45?</p>	<p>1 Q The June 1st, 2005 date on the first 2 page is something that you can't contradict as 3 being the date when the contract was established by 4 the contracting parties?</p> <p>5 MR. DODGE: Objection to the form.</p> <p>6 THE WITNESS: I can -- cannot say 7 anything on the contrary. It doesn't refer to the 8 signing date. That's what I can add.</p> <p>9 BY MR. SULLIVAN:</p> <p>10 Q Understood. But I'm not asking you 11 about signing because, as we've established 12 earlier, sometimes signing, memorialisation, occurs 13 after the intent is formed, the promises are made, 14 and the obligations begin. Isn't that right?</p> <p>15 A I see your point. That could refer 16 to the origination of the agreement of the 17 contracting parties.</p> <p>18 Q All right. And if we move forward to 19 the last page, page 9. Page 9 references the 20 completion of required performances as having been 21 completed on August 15, 2005. Do you see that?</p> <p>22 A Which exhibit?</p> <p>23 Q I'm sorry. The same exhibit, last 24 page, the performance certificate protocol.</p> <p>25 A I see that.</p>
<p>1 A Yes, I see that.</p> <p>2 Q Can you see Exhibit 51? I'm going to 3 reference Exhibit 51 for you in this dialogue, but 4 I just want to make sure you're familiar with 45, 5 51 and 52, okay?</p> <p>6 A 45?</p> <p>7 Q 45 -- fifty --</p> <p>8 A 51.</p> <p>9 Q -- one and 52.</p> <p>10 A And 52.</p> <p>11 Q And they are what you've testified 12 earlier to, as being final executed consultancy 13 agreements between Chaptex and MakTel relating to 14 labour law, frequency fee, and Macedonian 15 electronic communication issues -- 16 telecommunication issues, is that right?</p> <p>17 A Yes.</p> <p>18 Q All right. The first page of 19 Plaintiff's Exhibit 51 references the statement 20 "concluded on June 1st, 2005". Do you see that?</p> <p>21 A I see that.</p> <p>22 Q You have no way to contradict that 23 that date does -- does reflect the activity being 24 established by the contracting parties?</p> <p>25 A Can you repeat, please?</p>	<p>1 Q Okay. And regardless of the signing, 2 you are in no position to contest or contradict the 3 representation that, as of that date, August 15th, 4 the results were achieved as contemplated under the 5 performance section of the contract; the 6 modification of the rules relating to participation 7 of the Trade Union. Isn't that right?</p> <p>8 MR. DODGE: Objection to the form.</p> <p>9 THE WITNESS: I'm not in the position 10 to contest or to say anything on the contrary.</p> <p>11 MR. SULLIVAN: Okay. Let me take 12 5 minutes.</p> <p>13 Thank you very much, Mr. Herczegh. 14 I may have a few additional questions, I may not.</p> <p>15 VIDEOGRAPHER: Going off the record 16 at 3:13.</p> <p>17 (A short recess at 3:13 p.m.)</p> <p>18 (Resumed at 3:20 p.m.)</p> <p>19 VIDEOGRAPHER: Going back on the 20 record at 3:20 p.m.</p> <p>21 MR. SULLIVAN: Thank you, 22 Mr. Herczegh. I don't have any questions on behalf 23 of Mr. Balogh at this time.</p> <p>24 THE WITNESS: Thank you. Understood.</p> <p>25 CROSS-EXAMINATION</p>